

nos-0820  
10-19-05

MEMORANDUM OF AGREEMENT  
BETWEEN THE ESSEX COUNTY SHERIFF AND  
THE ESSEX COUNTY SHERIFF'S SUPERIOR OFFICERS ASSOCIATION,  
FOP LODGE 138

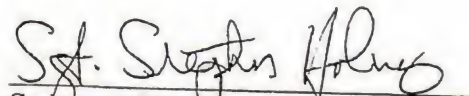
The Essex County Sheriff (the "Sheriff") and the Essex County Sheriff's Superior Officers Association, FOP Lodge 138 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement and any related Memoranda of Agreement which expired on December 31, 2001:

1. The terms of the prior Collective Negotiations Agreement and related Memoranda of Agreement between the parties shall remain in full force and effect except as herein modified.
2. Terms of Agreement:  
A four-year Agreement effective January 1, 2002 through December 31, 2005
3. Salary:  
The 2001 salary schedule shall be increased by 3.5% effective July 1, 2002; an additional 3.5% effective July 1, 2003; an additional 4% effective April 1, 2004; and an additional 4% effective January 1, 2005. The annual salary increases shall be applied to all steps on the 2001 salary schedule on the above effective dates and shall be retroactive only to the effective dates.
4. Prescription Co-Pays:  
The prescription co-pays shall be increased to \$10 for generic drugs and \$15 for name brand drugs to be effective upon full execution of the Agreement. The mail order prescription plan shall be continued.
5. Medical Co-Pays:  
The Union shall withdraw, with prejudice, its unfair practice charge Docket No. CO-2004-223 and further agrees that it will not raise the allegation made in this Unfair Practice in any other forum. The county will not increase the health benefit co-payment amounts during this Contract, and the parties agree to negotiate any further increases.

6. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the association membership, the Sheriff, the Essex County Executive and the Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

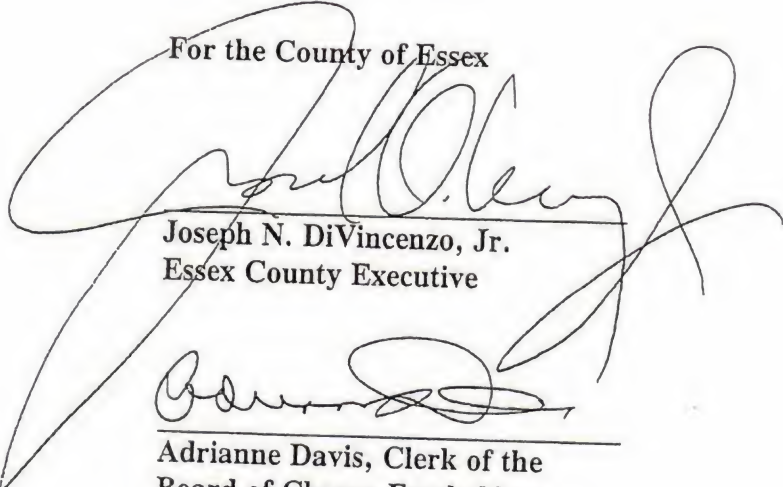
For The Association

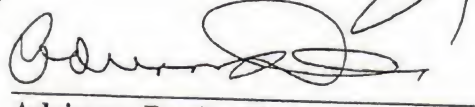
  
Sergeant Stephen Holmes  
President  
FOP Lodge 138

For the Essex County Sheriff

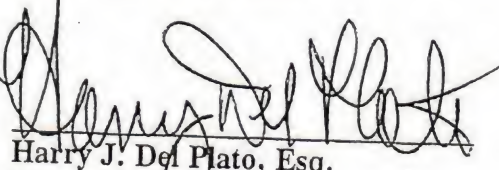
  
Armando B. Fontoura  
Sheriff

For the County of Essex

  
Joseph N. DiVincenzo, Jr.  
Essex County Executive

  
Adrianne Davis, Clerk of the  
Board of Chosen Freeholders

Approved as to Form

  
Harry J. Del Plato, Esq.  
Essex County Counsel